

REMARKS

The Office Action has maintained rejection of claims 1-16. The primary references relied upon by the Office Action are US Patent Publication No. 2002/0183056 naming Lundblade et al. as the inventors ("Lundblade") and US Patent Publication No. 2002/0057803 naming Loos et al. as the inventors ("Loos"). Specifically, the Office Action alleges that claims 1-16 are unpatentable over Lundblade in view of Loos under 35 U.S.C. § 103(a). All three independent claims have been rejected on similar grounds discussed further below.

Applicant respectfully requests that the rejections of claims 1-16 be withdrawn and the claims be allowed to proceed to issuance because the Office Action has failed to make a prima facie case for the rejection of the pending claims under 35 U.S.C. § 103(a) because Lundblade does not describe the downloaded central application server program described in claim 1. Figure 2, illustrating the application download server 215 of Lundblade does not even suggest anything about downloading of the central application server program. Lundblade describes an Application Download Server (ADS) that is capable of performing many tasks, but not the specific limitations recited in rejected claim 1, as is eventually conceded by the Office Action.

The Office Action suggests that sending permission lists and developer identity via the ADS is equivalent to a server program executing on the ADS to "transmit to one or more portable devices one or more client applications and to cause the one or more portable devices to install the one or more client applications." Applicant respectfully disagrees because this inference lacks any basis in the disclosure of Lundblade or Loos.

Not surprisingly, the Office Action goes on to concede that Lundblade does NOT "explicitly disclose one or more remote wireless application server programs being configured to transmit to one or more portable devices one or more client applications and to cause the one or more portable devices to install the one or more client applications." Applicant agrees. Indeed, section 43 of Lundblade cited by the Office Action does not even suggest this.

Even when considered together with paragraph 44, section 43 of Lundblade does not disclose all of the limitations of the claimed invention. Paragraph 44 of Lundblade discloses that in response to a request, ADS can send (i) permission lists, (ii) developer

identification, and (iii) digital signatures to a wireless device. Paragraph 43 further discloses that the ADS provides connectivity to multiple networks for distribution of (i) applications, (ii) files, and (iii) other information to wireless devices. Further, an applications permission list and developer identification may be transmitted to a wireless device. There is, however, no suggestion in Lundblad of a program being downloaded to the ADS to, for instance, 'cause one or more portable devices to install the one or more client applications.'

The Loos reference also does not cure this defect of Lundblad. Instead of using an ADS, Loos, in paragraph 65, provides the alternative of an application program on the mobile device to manage and install applications on the device based on the user identity. To this end, Loos describes a 'colonist' program in paragraph 66, which when executed by the user requests user identity information from the user, and then connects to a sever to authenticate the user. Following satisfactory authentication, the colonist establishes "full connectivity" with the "server-based mobile computing system." The distinction drawn between the local applications and the "server-based mobile computing system" by Loos plainly confirms that it does not disclose the "downloaded central application server program" limitation of the claimed invention.

Therefore, Loos, alone or in combination with Lundblad, is insufficient to disclose the limitations conceded by the Office Action as not disclosed by Lundblad. It should be noted that there is also no motivation to combine Lundblad with Loos because, for instance, (i) sending the 'colonist' application program of Loos by way of ADS of Lundblad to a client device does not cure the defect in Lundblad; and (ii) it is not clear how Loos teaches modifying the missing server program of Lundblad to meet all of the limitations of the claimed invention. Nothing in Loos suggests that it should or could be combined with Lundblad and vice versa. If a specific basis for finding the necessary motivation is intended, in addition to the allegation that they are in the same field (system and method for communication in a mobile domain), it is respectfully requested that such details be provided to the applicant to allow a response to be formulated.

The Office Action appears to be ignoring terms such as a "server" or the nature of the tasks performed by them in rejecting the claimed invention. As is evident, Loos actually teaches away from the claimed invention because it discloses a very different

strategy that requires additional and locally specific components such as the application program 'colonist' to function.

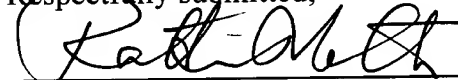
Independent claim 8 also has limitations similar to those discussed in the context of claim 1. For instance, claim 8 includes a "computer executing a server program configured to download the at least one application server program and the at least one wireless software program to a remote application server in response to a request by the remote application server." Similar consideration apply to independent claim 9, which was also rejected by the Office Action for similar reasons.

Because the three independent claims are allowable in their present form, it is respectfully requested that the rejections of independent claim 1, 8 and 9 be withdrawn. Furthermore, all of remaining claims are axiomatically allowable in view of their ultimate dependency on the allowable independent claims. Therefore, it is respectfully requested that all of the pending claims be allowed to issue without delay.

No fees other than those required for the filing of the accompanying Extension of Time for Three Months are estimated to be due with this response. Please charge any additional required fees to Jones Day Deposit Account No. 50-3013. Please do not hesitate in calling the undersigned, should there be any need for clarifications.

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Respectfully submitted,



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